



End User License Agreement / Order Form Supplement for Trailhead GO for iOS

This is a legally binding agreement. Please read it carefully. By clicking to agree or accept, or otherwise indicating your acceptance of, this agreement (“Agreement”), or by installing or using the Trailhead GO for iOS software and/or any updates to such software (collectively, the “Software”) provided by Salesforce, inc. or any of its affiliates (collectively, “Salesforce”), then you agree as follows:

1. CUSTOMER USER; NON-CUSTOMER USER

- (a) If you are entering into this Agreement, or are installing or using the Software, on behalf of an existing Salesforce customer with which you are employed, affiliated, or associated (the “Customer”), then you (i) are deemed a “Customer User” hereunder; (ii) agree to the following terms in Sections 2-13 of this Agreement; (iii) represent that you are an authorized User under the MSA between Salesforce and the Customer, pursuant to which Customer has ordered and is a current customer of the Salesforce myTrailhead service (the “MSA”); and (iv) if you are entering into this Agreement on behalf of Customer, then you also represent that you have the authority to bind the Customer to these terms. If you do not agree to such terms or are not an authorized User, or if the preceding clause (iv) applies and you do not have such authority, you may not install or use the Software on behalf of Customer, and may only install or use the Software as a Non-Customer User (as defined below) in accordance with this Agreement.
- (b) If you are entering into this Agreement, or are installing or using the Software, as an individual on your own behalf and not on behalf of a Salesforce customer, you (i) are deemed a “Non-Customer User” hereunder and (ii) agree to the following terms in Sections 2-5 and 14-21 of this Agreement. If you do not agree to such terms, you may not install or use the Software.
- (c) For avoidance of doubt and without limitation of the foregoing:
 - (i) you are deemed a Customer User (and are subject to Section 1(a) above) when and to the extent you use the Software to access and use the Salesforce myTrailhead service from a Supported Device (as defined below); and
 - (ii) you are deemed a Non-Customer User (and are subject to Section 1(b) above) when and to the extent you use the Software to access and use the Salesforce Trailhead site currently located at <https://trailhead.salesforce.com> or trailhead.com (together with any Salesforce information, data, content and other materials, products and services

available through such site, and any successor site(s), collectively “Salesforce Trailhead”) from a Supported Device.

A. TERMS APPLICABLE TO ALL USERS

2. GENERAL TERMS

- (a) This Agreement was last updated on May 31, 2022. It is effective between the Customer or Non-Customer User, as applicable, and Salesforce as of the date you first download, install or use the Software, whichever is earliest. You are responsible for reading and complying with any amended version of this Agreement that is made available by Salesforce via the Software or the Apple App Store, or that is posted at <http://www.salesforce.com/company/legal/agreements/>.
- (b) Apple Inc. (“Apple”), your device manufacturer, or your network service provider, may, at any time and without notice, restrict, interrupt, or prevent use of the Software, or delete the Software from your or the Customer’s Apple devices, or require Salesforce to do any of the foregoing, without entitling the Customer or you to any refund, credit, or other compensation from Salesforce or any third party (including, but not limited to, Apple, your device manufacturer, or your network service provider).
- (c) By using the Software, you acknowledge and agree to Salesforce’s privacy statement available at <http://www.salesforce.com/company/privacy/>, as may be amended from time to time (“Salesforce Privacy Statement”).

3. TERMS REQUIRED BY APPLE

- (a) This Agreement is between the Customer or Non-Customer User, as applicable, and Salesforce only, and not with Apple. Salesforce is solely responsible for the Software.
- (b) The Customer’s or Non-Customer User’s use of the Software must comply with the Usage Rules set forth in the Apple App Store Terms of Use. The license granted to the Customer User or Non-Customer User for the Software is a non-transferable license to use the Software on any iOS Products that the Customer User or Non-Customer User owns or controls and as permitted by the Usage Rules set forth in the Apple App Store Terms of Service, except that such Software may be accessed, acquired, and used by other accounts associated with the Customer User or Non-Customer User via Apple’s Family Sharing program or volume purchasing.
- (c) Salesforce is solely responsible for providing, and Apple has no obligation to provide, support and maintenance for the Software. For Non-Customer Users, the Software is provided “as is” and without support or maintenance. For Customer Users, support and maintenance of the Software is provided to the extent set forth in, and in accordance with, the MSA. Support requests, as well as questions or complaints regarding the Software, on behalf

of Customer may be directed to Salesforce Customer Support, at <https://help.salesforce.com>. Any claims regarding the Software may be submitted via email to legal@salesforce.com.

- (d) With respect to the Customer and Customer User, in the event of any failure of the Software to comply with the warranty in the MSA, the Customer may notify Apple, and Apple will refund the purchase price (if any) for the Software to the Customer. With respect to the Non Customer User, in the event of any failure of the Software to comply with any warranty that may exist as a matter of law, the Non-Customer User may notify Apple, and Apple will refund the purchase price (if any) for the Software to the Non-Customer User. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Software, and will not be liable for any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty. Salesforce shall not be required to provide a refund to the Customer or Non-Customer User under any circumstances.
- (e) Apple shall not be responsible for addressing any claims by the Customer or Non-Customer User or any third party relating to the Software or to the Customer's or Non-Customer User's possession and/or use of the Software, including but not limited to (i) product liability claims, (ii) any claim that the Software fails to conform to any applicable legal or regulatory requirement, or (iii) claims arising under consumer protection or similar legislation.
- (f) Apple shall not be responsible for the investigation, defense, settlement or discharge of any claim that the Software, or the Customer's or Non-Customer User's possession and/or use of the Software, infringes any third party's intellectual property rights.
- (g) The Customer or Non-Customer User represents and warrants that (i) the Software shall not be downloaded or used in, or transported to, a country that is subject to a U.S. Government embargo, or has been designated by the U.S. Government as a "terrorist-supporting" country; and (ii) neither the Customer, Customer User, nor any Non-Customer User is listed on any U.S. Government list of prohibited or restricted parties.
- (h) Salesforce's address is Salesforce Tower, 415 Mission Street, 3rd Floor, San Francisco, CA 94105, USA.
- (i) To the extent any third-party terms are applicable when using the Software, the Customer or Non Customer User shall comply with such terms when using the Software.
- (j) Notwithstanding anything to the contrary in the MSA, Apple and its subsidiaries are third-party beneficiaries of this Agreement, and have the right (and shall be deemed to have accepted the right) to enforce this Agreement against the Customer or Non-Customer User.

4. THIRD-PARTY COMPONENTS

The Software may include certain third-party components. Any applicable terms and/or notices required by Salesforce's licensors for such components may be disclosed within the Software

(e.g., in the “Settings” tab), in the Salesforce Trust and Compliance Documentation located at <https://www.salesforce.com/company/legal/trust-and-compliance-documentation/> on the salesforce.com website, or as otherwise disclosed or made available by Salesforce.

5. MISCELLANEOUS

- (a) Subject to third-party terms to which Salesforce may be subject, you understand and agree that the functionality of the Software may in some circumstances include the sending of push notifications to you on your Supported Device that are related to the operation of the Software, the underlying services, or other communications relating to Salesforce.
- (b) To the extent you use the Software to send SMS messages or make cellular voice calls, you may be subject to standard text messaging rates or other carrier charges.

B. TERMS APPLICABLE TO CUSTOMER USERS

6. THIS ORDER FORM SUPPLEMENT

If you are entering into this Agreement, or are installing or using the Software, on behalf of a Customer as set forth above, then this Agreement constitutes an Order Form Supplement under the Master Subscription Agreement. This Order Form Supplement is a part of each Order Form by which the Customer ordered the Salesforce myTrailhead service, or a Salesforce service incorporating the Salesforce myTrailhead service. The Order Form and this Order Form Supplement are governed by the MSA. This Order Form Supplement adjusts certain terms of the MSA, solely with respect to the Software. Capitalized terms used but not defined in this Order Form Supplement have the meanings given to them in the MSA.

7. WHOM YOU ARE CONTRACTING WITH

This Order Form Supplement is being entered into between the Salesforce entity named and the Customer named on the Order Form. In this Order Form Supplement, “Salesforce” and “Customer” mean those entities, respectively.

8. SOFTWARE

The Software allows a Customer User who is an authorized User of the Salesforce myTrailhead service under the MSA to access and use such service from a Supported Device. A “Supported Device” is a combination of an Apple device model and relevant iOS software version(s) that is/are supported by the Software. The Software as it relates to the Salesforce myTrailhead service is provided by Salesforce as a component of the Salesforce myTrailhead service.

9. SOFTWARE LICENSE

The Software, including software embedded in the Software, is licensed, not sold, to the Customer by Salesforce only under the terms of the MSA, the Order Form and this Order Form

Supplement; and Salesforce reserves all rights not expressly granted to the Customer. Salesforce does not own the media or device on which the Software is installed by the Customer, but Salesforce retains ownership of the Software itself.

10. PERMITTED LICENSE USES AND RESTRICTIONS

- (a) This Order Form Supplement allows you, as an authorized User under the Master Subscription Agreement, to use the Software on any Supported Device and on no other devices. With respect to updates to the Software that Salesforce may make available for download, this Order Form Supplement allows you to download such Software updates to update or restore the Software on any Supported Device. The Software is available only for Supported Devices, and is not available for all devices. Please check www.salesforce.com or contact your Salesforce representative to determine whether a specific device-iOS software combination is supported by the Software.
- (b) You may not distribute or make the Software available over a network where it could be used by multiple devices at the same time.
- (c) Neither you nor the Customer may rent, lease, lend, redistribute, sublicense, or otherwise make available the Software to any third party. The Customer may, however, allow another authorized User under the MSA to use the Software in connection with a re-assignment of the Supported Device to such other authorized User to the extent authorized under and in accordance with the Master Subscription Agreement.
- (d) Except as and only to the extent permitted by applicable law, or by licensing terms governing use of open-sourced components included with the Software, neither you nor any other Customer personnel may copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the Software or Software updates, or any part thereof. Any attempt to do so is a violation of the rights of Salesforce and its licensors. If you or any other Customer personnel violate this restriction, you or they, and the Customer, may be subject to prosecution and damages.
- (e) Without limiting the generality of anything herein, you acknowledge and agree that the Software may collect user or device data for the purposes of providing services or functions that are relevant to use of the Software.

11. TERM AND TERMINATION

Salesforce may terminate this Order Form Supplement at any time upon thirty (30) days' notice to Customer without cause, or immediately upon notice to the Customer if any third party (including, but not limited to, Apple, your device manufacturer, or your network connectivity provider) restricts, prevents or ceases to authorize the installation or use of the Software on your Supported Device or over your network. In addition, this Order Form Supplement shall terminate immediately and automatically upon any termination or expiration of the Customer's subscription to the Salesforce myTrailhead service. Upon any such termination or expiration, the

Customer and you shall no longer be permitted to use the Software, and shall delete or destroy all copies of the Software in Customer's and your possession. Termination of this Order Form Supplement shall not entitle the Customer to any refund, credit, or other compensation from Salesforce under the MSA or any other agreement or from any third party.

12. SERVICE LEVEL AGREEMENT

Any service level agreement in effect between the Customer and Salesforce shall not apply to the Software.

13. USE OF DATA

Without limiting the generality of the Salesforce Privacy Statement, the Software may obtain information from, or access data stored on, a Supported Device in order to provide the Salesforce myTrailhead service. The Software may transmit information to and from a Supported Device to provide the Salesforce myTrailhead service. The Software may provide Salesforce with information related to your use of the Salesforce myTrailhead service, information regarding your computer system, and information regarding your interaction with the Software, which Salesforce may use to provide and improve the Software and related products and services. The Software's access to information through a Supported Device does not cause that information to be Customer Data under the MSA or the Salesforce Privacy Statement.

C. TERMS APPLICABLE TO NON-CUSTOMER USERS

14. LICENSE AND USE RESTRICTIONS

- (a) The Software, including software embedded in the Software, is licensed, not sold, to you by Salesforce under the terms of this Agreement. Subject to the limited rights expressly granted hereunder, Salesforce reserves all rights, title and interest in and to the Software, including all related intellectual property rights. No rights are granted to you hereunder other than as expressly set forth herein. Salesforce does not own the media or device on which the Software is recorded or stored, but Salesforce and its licensors retain ownership of the Software itself.
- (b) The Software allows you, as a Non-Customer User, to use Salesforce Trailhead (as defined above) from a Supported Device. A "Supported Device" is a combination of an Apple device model and relevant iOS software version(s) that is/are supported by the Software. Your use of the Software and Salesforce Trailhead is subject to the Salesforce Program Agreement located at <https://www.salesforce.com/company/program-agreement/>, including the Program Terms for Trailhead contained therein.
- (c) This Agreement allows you, as a Non-Customer User, to use the Software on any Supported Device and on no other devices. With respect to updates to the Software that Salesforce may make available for download, this Agreement allows you to download such Software updates to update or restore the Software on any Supported Device. The Software is available only

for Supported Devices, and is not available for all devices. Please check www.salesforce.com to determine whether a specific device-iOS software combination is supported by the Software.

- (d) You may not distribute or make the Software available over a network where it could be used by multiple devices at the same time.
- (e) You may not sell, resell, rent, lease, lend, redistribute, sublicense, or otherwise make the Software available to any third party.
- (f) Except as and only to the extent permitted by applicable law, or by licensing terms governing use of open-sourced components included with the Software, you may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the Software or Software updates, or any part thereof. Any attempt to do so is a violation of the rights of Salesforce and/or its licensors. If you violate this restriction, you may be subject to prosecution and damages.
- (g) Salesforce may terminate this Agreement at any time without cause. Upon any such termination or expiration, you shall no longer be permitted to use the Software, and shall delete or destroy all copies of the Software in your possession. Termination of this Agreement shall not entitle you to any refund, credit, or other compensation from Salesforce under this agreement or any other agreement or from any third party.
- (h) You will defend Salesforce against any claim, demand, suit or proceeding made or brought against Salesforce by a third party alleging that any of your data that you upload into the Software, or your use of the Software in breach of this Agreement, infringes or misappropriates such third party's intellectual property rights or violates applicable law (a "Claim Against Salesforce"), and will indemnify Salesforce from any damages, losses, liabilities, attorney fees, costs and expenses awarded against Salesforce as a result of, or for any amounts paid by Salesforce under a court-approved settlement of, a Claim Against Salesforce. Salesforce shall (i) promptly give you written notice of the Claim Against Salesforce, (ii) give you sole control of the defense and settlement of the Claim Against Salesforce (except that you may not settle any Claim Against Salesforce without Salesforce's express prior written consent), and (c) give you all reasonable assistance, at your expense.
- (i) The Software and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. You represent that you are not named on any U.S. government denied-party list. You will not access or use the Software in a U.S. embargoed country or in violation of any U.S. export law or regulation.
- (j) Without limiting the generality of anything herein, you acknowledge and agree that the Software may collect user or device data for the purposes of providing services or functions that are relevant to use of the Software.

(k) You may not use the Software to submit or link to any content that, in Salesforce's sole discretion:

- Infringes or violates the intellectual property or other rights of any person or entity; • Intentionally interferes with the operation of the Software or other Salesforce products or services;
- Violates anyone's privacy or publicity rights;
- Breaches any duty of confidentiality that you owe to any person or entity;
- Is vulgar, offensive, inappropriate, harassing, defamatory, abusive, lewd, pornographic, obscene or otherwise objectionable;
- Contains or installs any viruses, worms, bugs, Trojan horses, malware or other code, files or programs designed or having the capability to disrupt, damage or limit the functionality of any software or hardware;
- Contains false or deceptive language or comparative claims regarding Salesforce's or third parties' products, advertising, commercial referrals, spam, chain letters, or any other solicitation, including solicitation of lawsuits; or

any content that Salesforce may reject for any reason in its sole discretion. Please remember that you may be submitting or linking to content for an international audience. Things that do not seem abusive, obscene, or offensive to you might seem so to others.

15. USE OF DATA

Without limiting the generality of the Salesforce Privacy Statement, the Software may obtain information from, or access data stored on, a Supported Device to provide and improve the Software and related products and services. The Software may provide Salesforce with information related to your use of the Software, information regarding your computer system, and information regarding your interaction with the Software, which Salesforce may use to provide and improve the Software and related products and services. The Software's access to information through a Supported Device does not cause that information to be personal data or customer data under the Salesforce Privacy Statement.

16. FEEDBACK

If you provide or otherwise make available to Salesforce any suggestions, enhancement requests, recommendations, corrections or other feedback ("Feedback"), whether related to the Software or otherwise, then (a) you hereby acknowledge and agree that such Feedback is not confidential, and that your provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place Salesforce under any fiduciary or other obligation; and (b) you hereby grant to Salesforce, to the maximum extent permitted under applicable law, a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify

and otherwise use, analyze and exploit such Feedback, in any format or media now known or hereafter developed, and for any purpose (including marketing or promotional purposes or testimonials).

17. YOUR REPRESENTATIONS AND WARRANTIES

You represent, warrant and convent that in connection with your use of the Software, you shall supply truthful and accurate information to Salesforce and shall comply with all applicable laws.

18. DISCLAIMER OF WARRANTY

Neither Salesforce nor its third-party providers warrant the Software will perform in accordance with any specifications, documentation, or other standards, perform in an uninterrupted capacity, be error-free or bug free, provide complete or accurate data, nor do they make any warranties as to the results to be obtained from the use of the Software. Use of the Software and reliance thereon is at your sole risk. Neither Salesforce nor its third-party providers shall in any way be liable to you or any other entity or person for their inability to use the Software, or for any inaccuracies, errors, omissions, delays, computer viruses or other infirmity or corruption, damages, claims, liabilities or losses, regardless of cause, in or arising from the use of the Software.

The software is provided on an “as is” basis and without any support or maintenance of any kind. Salesforce does not make any, and hereby disclaims all, representations or warranties with respect to the software, either express or implied, including but not limited to any implied warranty of merchantability, fitness for a particular purpose, title, non-infringement, or of any other kind.

No oral or written information or advice given by Salesforce or its authorized representative shall create a warranty. Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above disclaimer, exclusions and limitations may not apply to you.

19. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, under no circumstance shall Salesforce, its agents, licensors, or suppliers be liable to you on account of your use or misuse of, or reliance on, the software. To the maximum extent permitted by applicable law, in no event shall Salesforce, its agents, licensors, or suppliers be liable to you for any actual, direct, indirect, incidental, special, consequential, or punitive damages, or for any lost profits, lost savings, costs of procurement of substitute products or services, or other damages arising out of the use or inability to use the software, even if advised of the possibility of such damages. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, or have legislation that restricts the limitation or exclusion of liability, so the above limitation may not apply to you.

20. GOVERNING LAW

This Agreement is governed by and shall be construed in accordance with the laws of the State of California, USA, without regard to its conflict of laws rules. You expressly agree that the exclusive jurisdiction for any claim or dispute relating to this Agreement and/or your use of the Software resides in the state and federal courts located in San Francisco County, California, USA; and you further expressly agree to submit to the personal jurisdiction of such courts. Notwithstanding the foregoing, Salesforce may seek injunctive relief in any court of competent jurisdiction.

21. GENERAL

This Agreement, including any terms incorporated in this Agreement, is the entire agreement between you and Salesforce relating to its subject matter, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, relating to that subject matter; provided that nothing in this Agreement will limit your obligations to Salesforce or any of its affiliates, or limit the rights of Salesforce or any of its affiliates, under any other agreement between you and Salesforce or any of its affiliates. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law and/or not enforceable, that provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect. You may not assign or transfer any of your rights or obligations under this Agreement, whether by agreement, operation of law, or otherwise. Salesforce may freely assign, transfer, or sublicense any or all of its rights or obligations under this Agreement without restriction. Salesforce's waiver of any breach under this Agreement will not be considered a waiver of any earlier or later breach. No failure or delay by Salesforce in exercising any right under this Agreement will constitute a waiver of that right. All waivers must be in writing. Titles and headings of sections of this Agreement are for convenience only and will not affect the construction of any provision of this Agreement. The term "including" and its variations will be interpreted as if followed by the phrase "without limitation." Salesforce will not be responsible for any delay in fulfilling or failure to fulfill any obligation due to any cause beyond its control. Each affiliate of Salesforce is an express third-party beneficiary under this Agreement, and has the right (and shall be deemed to have accepted the right) to enforce this Agreement against you.